

# **REQUEST FOR PROPOSAL**

## **ADMINISTRATION OF CITY PROSECUTOR'S ONLINE DRIVING SCHOOL**



**Solicitation No: 20008-R13-Online Driving School RFP**

**Proposal Opening Date: May 3, 2013**  
**Proposal Opening Time: 2:00 p.m.**

**City of Baton Rouge/Parish of East Baton Rouge**  
**Office of the Mayor-President**  
**Division of Purchasing**

**March 26, 2013**

### **NOTE TO PROPOSERS:**

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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# **REQUEST FOR PROPOSAL FOR ADMINISTRATION OF CITY PROSECUTOR'S ONLINE DRIVING SCHOOL**

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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### **1.1 Background – *Administration of City Prosecutor's Online Driving School***

This Request for Proposals (RFP) is issued by the City of Baton Rouge, City Prosecutor's Office (herein referred to as the City) for the purpose of providing qualified participants an option to complete an online driving school for persons who have received certain moving violations. The violator must have a clean driving record for a two year period prior to the date of the offense in order to qualify for the program. It is estimated that approximately 25,000 people will qualify for this program each year. The City desires a hosted software solution for the online driving school. The proposed solution shall include hosting services, any course costs, initial set up, and training. Solution will include a repository for storing all participants' course completion and test results as well as any associated hosting for the repository.

#### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in administration of the online driving school program.

#### **1.1.2 Goals and Objectives**

The City Prosecutor's Office desires to establish an online driving school with the ability to track eligibility of participants, to notify participants of their eligibility, and to administer and track the completion of the program by participants.

### **1.2 Definitions**

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denote desirable.
- E. Contractor- Any person having a contract with a governmental body.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Department- Department for whom the solicitation is issued.

I. Director- Director of Purchasing

J. City-Parish- City of Baton Rouge-Parish of East Baton Rouge.

K. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

### 1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP mailed to prospective proposers</i>	<i>April 1, 2013</i>
<i>Pre-Proposal Conference</i>	<i>NOT APPLICABLE</i>
<i>Deadline to receive written inquiries</i>	<i>April 14, 2013</i>
<i>Deadline to answer written inquiries</i>	<i>April 21, 2013</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>May 3, 2013</i>
<i>Oral discussions with proposers</i>	<i>To be scheduled</i>
<i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled</i>
<i>Contract Initiation</i>	<i>August 1, 2013</i>

**NOTE: The City-Parish reserves the right to deviate from these dates.**

### 1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

C     **Proposal Name:** \_\_\_\_\_  
C     **Solicitation No.** \_\_\_\_\_  
C     **Proposal Opening Date & Time :** \_\_\_\_\_

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge  
Purchasing Division  
100 St. Ferdinand, Rm 309  
Baton Rouge, LA 70801

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge  
Purchasing Division  
P.O. Box 1471,  
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
  1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Five additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable. See Section 1.6.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”



## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

NOT REQUIRED FOR THIS RFP.

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <http://wwwprdl.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46 )during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

\*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <http://wwwprdl.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or

substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge  
Attention: Patti J. Wallace CPPB  
Purchasing Division  
100 St. Ferdinand St., Room 309      or      P.O. Box 1471  
Baton Rouge, LA 70801      Baton Rouge, LA 70821

E-Mail: [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com)      Phone: (225) 389-3259 / Fax: (225) 389-4841

## **1.8 Errors and Omissions in Proposal**

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

## **1.9 Proposal Guarantee (if required)**

NOT REQUIRED FOR THIS RFP.

## **1.10 Performance Bond (if required)**

NOT REQUIRED FOR THIS RFP.

## **1.11 Changes, Addenda, Withdrawals**

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

## **1.12 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

## **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

#### **1.14 Waiver of Administrative Informalities**

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

#### **1.16 Ownership of Proposal**

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

#### **1.17 Cost of Offer Preparation**

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

#### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

#### **1.19 Taxes**

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.20 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

## **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.21.1 Corporation Requirements**

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

## **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

#### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

#### **1.25 Evaluation and Selection (see Part III Evaluation)**

#### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

#### **1.27 Contract Award and Execution**

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment\_\_) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

#### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the

City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com) to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

### **1.30 Insurance Requirements** NOT REQUIRED BY THIS RFP.

### **1.31 Subcontractor Insurance** NOT REQUIRED BY THIS RFP.

### **1.32 Indemnification**

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

### **1.33 Fidelity Bond Requirements** NOT REQUIRED BY THIS RFP.

### **1.34 Payment for Services**

The Department shall pay Service Provider in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract number, using department and service provided. Invoices submitted without

the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 Termination**

**1.35.1 Termination of this Agreement for Cause-** The City-Parish may terminate this contract for cause based upon the failure of the service provider to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement. The City-Parish reserves the right to conduct a performance or quality review of the program at any time during the term of the contract. If such review reveals substandard performance or quality on the part of the service provider, the City-Parish may declare the service provider in default. Upon declaration of default, the City-Parish will give the service provider written notice specifying the service provider's failure. If within thirty (30) days after receipt of such notice, the service provider shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the service provider in default and the Agreement shall terminate on the date specified in such notice.

The service provider may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the service provider shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

**1.35.2 Termination for Lack of Appropriated Funds –** Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

### **1.37 No Guarantee of Quantities**

The City-Parish does not guarantee that a certain number of persons will participate in the Online Driving School Program.

### **1.38 Audit of Records**

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5)

years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

### **1.40 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

### **1.41 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by service provider in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by service provider to the City-Parish, at service provider's expense, at termination or expiration of this contract.

### **1.42 Content of Contract/Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the service provider's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the service provider's proposal.

### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.



#### **1.44 Substitution of Personnel**

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana pertaining to requests for proposals, including but not limited to Section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

#### **1.47 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The administrator of the online driving school is expected to set up the driving school test (which shall be approved by the Parish Attorney's Office prior to implementation) and online payment system; develop a monthly reporting system to keep the Parish Attorney's Office informed of the number of participants who have completed the course or who have started the course but not completed it.

### **2.2 Period of Agreement**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about \_\_\_\_\_ and continue for a period of five years.

### **2.3 Price Schedule**

Price Schedule is to be included on Appendix B-1. Vendors shall propose their quoted per participant cost, as well as any other anticipated costs to implement their solution. The City-Parish expects the Proposer to recover all costs through its charge to each program participant. The Proposer will set forth the percentage of the per participant charge that it will remit to the City-Parish.

### **2.4 Deliverables**

The deliverables listed in Attachment A: Scope of Services are the minimum required from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

### **2.5 Location**

NOT REQUIRED FOR THIS RFP.

### **2.6 Proposal Elements**

#### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

#### **2.6.2 Technical -**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation.
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

## PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

### 3.1 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
<b>Technical</b> <ul style="list-style-type: none"><li>• <b>Background, experience, qualifications, and reference</b></li><li>• <b>Functional and Technological Approach</b></li><li>• <b>Hosting Service, Support, Maintenance</b></li></ul>	<b>50 %</b>
<b>Cost</b>	<b>50%</b>

- Background, experience, qualifications, and references – Score will be based on the experience of the proposer in the field, the qualifications of the proposer, and any references provided. References may be checked by the review committee.
- Functional and Technological Approach – Score will be based on proposal addressing all RFP requirements as delineated in Attachment I.
- Service, support, product warranty, and maintenance – Score will be based on support package included in the proposal, and may include, but not be limited to, the time length of the proposed service or support, response time to issue resolution, and accessibility to application and support on a 24 hour/7 day basis.
- Cost – Score will be determined by the following formula:  
$$CS = (LPC/PC*50)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers  
PC = Proposer's cost

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

**Contractor Performance** The successful contractor resulting from this RFP will be responsible for the completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to inspection and evaluation by the City. The City will employ all reasonable means to ensure that services are progressing and being performed in compliance with the Contract and the Contractor must cooperate with such efforts.

### **4.2 Performance Measurement/Evaluation**

The Contractor shall assist the City in monitoring the Contractor's performance of this commitment by providing, as requested, all requested reports in the performance of this Contract. Such reports shall be provided to the City electronically in form and substance as required by the City.

# Scope of Services

## Attachment A

### 1. Overview

The City of Baton Rouge desires to:

- Provide qualified participants an option to complete an online driving school for persons who have received certain moving violations.
- Provide online courses in a cohesive, coherent manner
- Obtain a web-based system that meets the business requirements detailed below.
- Provide sophisticated levels of service and delivery of course content, knowledge measure, feedback, and reporting to the participants, and administration of the online driving school.
- Receive ongoing, high-quality, technical support at the participant and administrative levels to ensure successful system implementation.

### 2. Tasks and Services

#### IT Support

- High quality, comprehensive help desk services to support the online driving school and content repository system for storing all participants' course completion and test results on a 24 x 7/365 basis for administrators. The most competitive proposals will support both live phone and web-based support for administration.

#### Hosting Services

- The City is seeking a turnkey solution to remotely hosted Software as a Service (SaaS), with the successful bidder providing all hardware, software and networking components to satisfy the requirements of this RFP. An important aspect of outsourcing online driving school hosting is that it includes outsourcing the associated technical support and maintenance, as well as the actual web service of providing courses.

#### Training Services

- Provide training for up to 5 administrators in the use, administration, implementation, organization, features, and tools of the Online Driving School System and the Content Repository.

### 3. Deliverables

- **Online Driving School System** - A standards-based “**Online Driving School System**” that includes learner tools (communication tools, productivity tools, and student involvement tools) and support tools (administration tools, and course delivery tools) that enable the delivery of online learning. Commercial and open source solutions will be considered.
- **Storage of participants' progress** – Provision for a participant to complete a portion of the program and return to the program to complete within twenty-four (24) hours of first logging into the course.

- **Content Repository (CR)**- A hosted, standards-based “Content Repository” (CR) content repository system for storing all participants’ course completion and test results.

#### 4. Administration Tools

- Have the ability to run a variety of reports, such as how frequently students are logging in, how long they are spending on specific tasks, course rosters, and student progress information.

#### 5. Technical Requirements

- Hosting Environment
  - The successful proposer shall provide redundant, fault-tolerant, stable, clustered, scalable, and load-balanced application and database hosting in a datacenter environment physically located within the continental United States. The data center shall be physically secure, including but not limited to video surveillance, motion detection systems, secure access card systems, and security guards. The successful bidder shall limit physical and administrative access to all City Parish data. The data center shall have multiple power feeds with generator backup and multiple network bandwidth providers. The datacenter shall be capable of providing at least two sources of power and bandwidth to the physical server level. The data center environment shall be protected by a redundant infrastructure. The data center shall have fire and smoke detection systems covering all physical server locations.
  - The City reserves the right to request that the physical server infrastructure supporting its services be dedicated solely for its use. The proposal should quote as a separate item any costs associated with this configuration if elected by the City.
  - The successful proposer shall utilize a Tier 1 Internet service provider.
  - The successful proposer shall provide capacity for at least 25,000 participants, and at least 5 administrators. In addition, this capacity shall accommodate at least 100 concurrent users accessing the same resource simultaneously. A user shall be defined as an individual logged into the Online Driver School System.
  - The successful proposer shall provide adequate and sufficient disk space.
  - The successful proposer shall provide adequate and sufficient data transfer per user per month.
  - The successful proposer shall provide adequate and sufficient sustained bandwidth (or sufficient bandwidth to meet the response-time requirements identified in this RFP).
  - The successful proposer shall manage and maintain all hardware used to host this service in a proactive manner.
  - Active monitoring of system activity for hardware failures, software failures, abnormal events, exceeded utilization, and performance thresholds shall be performed and explained in detail in the bid response.
  - The proposer shall manage, tune, upgrade, or add virtual and/or physical servers to ensure continual and efficient service.
  - Equipment failures shall receive immediate attention and the problem shall be corrected in 95% of all cases within four (4) hours.
  - City Court administrators shall be notified of all equipment failures within one (1) hour.
  - Any planned scheduling of system or infrastructure improvements that may require a disruption of service shall be scheduled according to the City’s priorities.
  - The successful proposer shall provide the City with the latest backups, and data necessary for the City to continue the service at a City site at any time at no additional cost.

- Security
  - “Outsourced Service” shall be defined as a technology or software infrastructure, performed function, process, or intellectual asset that is provided to the City by an organization not under its direct authority for a fee or as a free service.
  - “Protected information” shall be defined as data that have been designated as private or confidential by law or by the City. Protected information includes, but is not limited to, participant records, personal financial records (or other personally identifiable information), research data, trade secrets, and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitute protected information, the data in question shall be treated as protected information until a determination is made by the City or proper legal authority.
  - The successful proposer agrees to allow the City to establish logon IDs and passwords for users of the hosting service and the successful proposer shall be responsible for validation of logon IDs and passwords provided by the City.
  - The successful proposer shall agree at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing.
- Data Security
  - The successful proposer agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority. (e.g., Canonical Landscape, Microsoft notifications, etc.) Likewise, the successful bidder agrees to conform to the following measures to protect and secure data:
    - Data Transmission
      - The successful proposer agrees that any and all transmission or exchange of system application data with the City and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.
    - Data Storage and Backup
      - The successful proposer agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the successful bidder’s designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the continental United States
      - The successful proposer agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
    - Data Re-Use
      - The successful proposer agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the successful proposer. As required by federal law, the successful proposer further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-



by-case basis as specifically agreed to in writing by an agent of the City with designated data, security, or signature authority.

- The successful proposer shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the city or an individual identified with the data or information in the vendor's custody. The successful proposer agrees to comply with all applicable state and federal laws, and regulations.
- End of Agreement Data Handling
  - The successful proposer agrees that upon termination of this contract it shall return all data to the City in a useable electronic form, and erase, destroy, and render unreadable all City data in their entirety in a manner that prevents their physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this contract or within 7 days of the request of an agent of the City, whichever shall come first.
- Disaster Recovery
  - Nightly full database backups of all online driving school system data instances shall be completed using a hot backup solution. Nightly backups shall be stored off-site and kept for a minimum of seven (7) days.
  - Weekly full database backups of all online driver school system data instances shall be completed using a hot backup solution. Weekly backups shall be stored off-site and kept for a minimum of one (1) month.
  - The successful proposer shall have, at a minimum, backups stored in a completely separate secure physical location.
  - The successful proposer shall provide the City with a disaster recovery plan, to include but not limited to one or more DR sites, all information regarding contingencies and recovery protocols relating to loss of data or data center due to power or connectivity outage, natural disaster, terrorist threat or attack, act of God, war, criminal enterprise, any state of war that may exist, and other exigent situation.

## 6. Service, Support, Warranty, Maintenance, and Additional Licenses

- The successful proposer shall be responsible for the delivery of service levels up to the boundary of their Internet service provider.
- The City seeks competitive, guaranteed service levels that will provide the best service to its constituents, with minimal, yet reasonable, scheduled maintenance windows. The successful proposer shall offer the following:
  - System Availability
    - The successful proposer shall provide an average uptime percentage of 99.9% per year. The maximum planned “maintenance window” shall not exceed 96 hours per year and shall not be included in the uptime percentage.
    - Planned maintenance shall be communicated to City personnel at least two business days prior to the planned period. The successful proposer shall agree that planned maintenance will not occur between 7:00 a.m. CT and 11:00 p.m. CT, or last to such an extent that daily usage is impaired. The date and time at which maintenance will commence shall be mutually agreed upon by both City Court and the successful proposer. The successful proposer shall provide detailed updates to a designee of the City during planned and unplanned maintenance and outages as to the nature of and progress on the work being performed. Unplanned or unannounced maintenance shall be deducted from the System Availability uptime percentage.
  - Response Time
    - The successful proposer shall accommodate an average response time of 2 seconds per page. The RFP response shall specify how the successful proposer internally tests and measures the response time of multiple aspects of the system and how they adjust accordingly. Response times of the following features shall be included:
      - 1. Login
      - 2. Page-Turns
      - 3. File Server Performance
    - The successful proposer shall ensure that they deliver 95% of all packets that reach the ISP. A 5% or greater packet loss in a one-hour period shall be considered an interruption of service. The successful proposer shall utilize multiple network paths.
    - All service interruptions shall incur a monetary penalty equal to 1/365th of the annual hosting costs and fees per hour of service interruption, as defined above.
    - The successful proposer shall provide a dedicated Technical Services Manager.
      - a. The dedicated Technical Services Manager shall respond to emails within one hour during normal business hours.
      - b. The dedicated Technical Services Manager shall respond to phone calls within one (1) hour. This level of response shall be kept up twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
      - c. The dedicated Technical Services Manager will conduct regular online meetings as agreed upon by the City.



**ATTACHMENT B**  
**PROPOSAL FORM**  
*CITY OF BATON ROUGE*  
*PARISH OF EAST BATON ROUGE*

Sealed proposals will be received until (time) PM, Local Time (date) by the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand St., Baton Rouge, Louisiana. Immediately after (time) P.M. of the same day and date, proposals will be publicly opened in Room 312 of the Municipal Building.

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The Purchasing Director  
City of Baton Rouge  
Parish of East Baton Rouge  
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

***Administration of City Prosecutor's Online Driving School Program***

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about \_\_\_\_\_ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

**NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

---

( SIGNATURE )

---

(Typed Name and Title)

**THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared

\_\_\_\_\_  
who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_  
receiving value for services rendered in connection with:

***Administration of City Prosecutor's Online Driving School Program***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Baton Rouge, Louisiana.

\_\_\_\_\_  
**NOTARY PUBLIC**



## **APPENDIX B-1 PRICING SCEDULE**

List all pricing details here or in a format similar to this schedule.

### **One-time costs:**

1. One-time customization & implementation costs: \_\_\_\_\_
2. One-time training costs: \_\_\_\_\_
3. Other one-time costs (define): \_\_\_\_\_

### **Recurring Costs:**

1. Annual license costs, if any:  
    Year One \_\_\_\_\_  
    Year Two \_\_\_\_\_  
    Year Three \_\_\_\_\_
2. Annual support/maintenance costs: \_\_\_\_\_
3. Other recurring costs (define): \_\_\_\_\_

Total per participant cost for each class: \_\_\_\_\_

Percentage of each participant fee to be paid to the City-Parish: \_\_\_\_\_

***This Pricing Schedule is expected to vary for each RFP. Contact our office for assistance in developing, if required.***

**PROPOSER'S ORGANIZATION**

PROPOSER IS:

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A CORPORATION**

**IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF PROPOSAL IS BY A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.**

## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_  
a corporation organized under the laws of the State of \_\_\_\_\_  
and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_  
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by  
said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_  
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of  
Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect,  
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the  
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly  
certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_,  
a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_;  
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said  
corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, as said resolution appears  
of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**SECRETARY**





## **Attachment C**

### **Sample Contract for Online Driving School Program**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_ day of , 20\_\_ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and \_herein referred to as “Service Provider”.

Service Provider shall provide administrative services as described herein for the City Prosecutor’s Office Online Driving School Program.

Service Provider agrees to proceed, upon written notice of the Parish Attorney, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Service Provider or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Service Provider for this project shall be as follows:

The administrator of the online driving school is expected to set up the driving school test (which shall be approved by the Parish Attorney’s Office prior to implementation) and online payment system; develop a monthly reporting system to keep the Parish Attorney’s Office informed of the number of participants who have become eligible for the program on a monthly basis and who have applied for and completed the program; develop an alternative means of participation in the program for persons who do not have access to a computer.

**CONTRACT MODIFICATIONS:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**GENERAL REQUIREMENTS:** With the exception of the services specifically listed to be furnished by the Parish, Service Provider shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract,

including attendance by the Service Provider or their representatives at conferences and public hearings, are to be furnished at the expense of Service Provider.

**SERVICES TO BE PERFORMED BY THE CITY-PARISH:** The City-Parish will furnish the Service Provider without charge all information which it has in its files which may be useful to the Service Provider in carrying out this work, as well as assistance in securing data from others to the extent available.

**COMPENSATION AND PAYMENT:** The City-Parish shall pay for the administrative services to be performed under this contract at the rate of \_\_\_\_\_% of all fees collected from participants in the online driving school program.

Monthly invoices for work completed to date may be submitted by Service Provider, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by the Service Provider and shall be completed as defined in the notice to proceed issued for each event.

**COMMENCEMENT OF WORK:** No work shall be performed by Service Provider and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Service Provider and all required approvals are obtained.

**OWNERSHIP OF DOCUMENTS:** All data collected by Service Provider and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Service Provider's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Service Provider will be given an extension of time for delays beyond their control, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** The City-Parish may terminate this contract for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Service Provider written notice specifying the Service Provider's failure. If within three business days after receipt of such notice, the Service Provider shall not have either corrected such failure or, in the case of failure which cannot be corrected in three business days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Service Provider in default and the Agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ten days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of ten days notice in writing to that effect.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Service Provider shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Service Provider shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Service Providers under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Service Provider shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Service Provider shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Service Provider shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Service Provider is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**CIVIL RIGHTS COMPLIANCE:** Service Provider agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Service Provider agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is funded in whole or in part by Federal Grants, Service Provider shall comply with the Federal Requirements. Service Provider shall also include these Federal Requirements in any sub-contracts.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Service Provider's cost.

**RIGHT TO AUDIT:** The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

**CONFIDENTIALITY:** The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Service Provider in order to carry out this contract, shall be protected by the Service Provider from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Service Provider. If the methods and procedures employed by the Service Provider for the protection of the Service Provider's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Service Provider shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Service Provider's possession, is independently developed by the Service Provider outside the scope of the contract, or is rightfully obtained from third parties.

**RECORD RETENTION:** The Service Provider shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

**ORDER OF PRECEDENCE:** The Request for Proposals (RFP), dated \_\_\_\_\_, and the Service Provider's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Service Provider's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Service Provider's Proposal.

**GOVERNING LAW:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**COMPLETE CONTRACT:** This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

**IN WITNESS WHEREOF,** the City-Parish and Service Provider have executed this contract effective as of the date first written above.

**WITNESSES:**

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**  
Parish

By \_\_\_\_\_

Title \_\_\_\_\_

Service Provider

By \_\_\_\_\_

Title \_\_\_\_\_

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